

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Sheriff ELM

BOARD AGENDA # *B-16

Urgent Routine

AGENDA DATE June 30, 2015

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval for the Sheriff to Enter into a Contract for Law Enforcement Services with the City of Riverbank

STAFF RECOMMENDATIONS:

Authorize the Chair of the Board and the Sheriff to sign a contract with the City of Riverbank for the Sheriff to continue providing general law enforcement services.

FISCAL IMPACT:

The estimated cost for the provision of staffing, overtime, services and supplies, SR911 Dispatch services, patrol vehicle and internal service fund charges will be \$3,765,412 for the City of Riverbank. This is a 1.6% increase for the City of Riverbank over the 2013-2014 Fiscal Year budget.

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BOARD ACTION AS FOLLOWS:

No. 2015-309

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, De Martini, and Chairman Withrow

Noes: Supervisors: None

Excused or Absent: Supervisors: Monteith

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST: Christine Ferraro
CHRISTINE FERRARO TALLMAN, Clerk

FISCAL IMPACT: (Continued)

Of the total estimated revenue, the City of Riverbank will reimburse the County \$3,685,943 and agreements for school security and security of contractual events will fund \$76,469. The City of Riverbank pays for all costs associated with law enforcement services except administrative costs and specialty services, such as, Bomb Team, SWAT Team, Hostage Negotiations, etc.

Estimated revenue and appropriations of \$3,765,412 have already been included in the Sheriff's Department Fiscal Year 2015-2016 Adopted Proposed Budget approved by the Board of Supervisors on June 9, 2015.

DISCUSSION:

The County currently has law enforcement contracts with four incorporated cities which include the Cities of Hughson, Waterford, Patterson and Riverbank. The contract with the City of Riverbank is set to expire June 30, 2015 and this Agenda Item will extend the contract for an additional 5 years until June 30, 2020. Upon adoption of this contract all four contract cities will be on a standardized contract instead of each city having its own contract with language specific to the city.

The contract with the City of Riverbank is for a five year term and is effective July 1, 2015 through June 30, 2020. No later than six months prior to the expiration of the term the County and City shall meet and confer in good faith to negotiate the next contract. If the negotiations are not completed, the Sheriff is authorized to extend the Agreement for two terms of three months each. The proposed contract also includes a change from 2 years to 180 day written notice requirement for termination. This termination clause can be exercised by either party.

No later than July 1 of each year, the City and the Sheriff's Department shall sign new Exhibits A (General Law Enforcement Service Level Request), B (Police Services Property Inventory) & C (Contract Rates) and attach them to the agreement as an amendment. The City may request a change in the level of service at any time by submitting a written request to the Sheriff's Department and through a meet and confer process.

Other changes include modifications to the cost of the accumulated leave accrual for the Chief of Police upon that employee vacating the Chief of Police positions for any reason. The city's share is defined as the percentage of time assigned to the city of the total actual leave accrual. As an example, if a Chief begins with a city with 10 years of experience, and works for the city for another 10 years, the city would only pay for 50% of the total accumulated leave accrual time.

Approval for the Sheriff to Enter into a Contract for Law Enforcement Services
with the City of Riverbank
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Furthermore if the city contracts for 33% of the Chief's time, only 33% of the 50% would be charged to the city.

The cities will reimburse the County costs to provide services. The goal of the Sheriff is to reconcile the contract costs on a monthly basis and return any excess to the city at the end of each contract year. Conversely if there is any additional amount owing, the city will remit payment to the County. Through increased oversight and management of the contract the city will only pay for the services used except for the mileage fees collected which will be retained by the County and fund replacement vehicles.

In an analysis of the charges to the cities, it has been determined that there are indirect costs that have not been charged to the cities that the Sheriff's Department absorbs. Examples of these additional costs include administration, internal affairs, technology, human resources, backgrounds, training, property and evidence, records, and specialty team services. Although the County is not requesting the cities to pay for any of these indirect costs at this time, language in the contract states that budgeting issues may require the County to capture those additional costs for administration in the future. If that time comes, the County's administrative costs will be charged to the cities, if at all, through an amendment of the Exhibits. The Sheriff continues to work toward greater cost recovery.

All other terms and conditions for law enforcement services remain substantially the same as they have been during the years of partnership between the cities. The agreements have been both beneficial to the cities and to the Sheriff's Department.

POLICY ISSUES:

Approval by the Board of Supervisors is required to contract with the City of Riverbank to provide law enforcement services to the community of the City of Riverbank. The Board should determine whether or not approval of this item would be consistent with the Board priorities of A Safe Community and Effective Partnerships.

STAFFING IMPACTS:

There are no staffing changes associated with this Agenda Item.

CONTACT:

Adam Christianson, Sheriff-Coroner (209) 525-7105

CITY OF RIVERBANK

RESOLUTION 2015-051

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, APPROVING A LAW ENFORCEMENT SERVICES AGREEMENT
WITH STANISLAUS COUNTY FOR JULY 1, 2015 – JUNE 30, 2020**

WHEREAS, The City of Riverbank first entered into an agreement with the County of Stanislaus for the provision of law enforcement services in 1995; and,

WHEREAS, The agreement has led to significant costs savings by the City contracting these services to the County; and,

WHEREAS, The Lieutenant, Sergeants, and Deputies serving the City of Riverbank are highly trained law enforcement personnel; and,

WHEREAS, Through this contract the City has access to a variety of County tactical squads; and,


WHEREAS, It is the desire of the City of Riverbank to continue to contract with Stanislaus County for law enforcement services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approves a law enforcement services agreement with Stanislaus County for July 1, 2015 – June 30, 2020.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 9th day of June, 2015; motioned by Vice Mayor Darlene Barber-Martinez, seconded by Councilmember Jeanine Tucker, and upon roll call was carried by the following City Council vote of 5-0:

AYES: Campbell, Jones Cruz, Tucker, Barber-Martinez, and Mayor O'Brien
NAYS: None
ABSENT: None
ABSTAINED: None

ATTEST:


Annabelle H. Aguilar, **CMC**
City Clerk

APPROVED:


Richard D. O'Brien
Mayor

Attachment: Stanislaus County Law Enforcement Services Agreement, with attached Exhibits A, B, & C

CERTIFICATION

I hereby certify the foregoing is a true and correct copy of the original document on file in the office of the City Clerk of the City of Riverbank.


CITY CLERK

DATED

June 22 2015

STANISLAUS COUNTY
LAW ENFORCEMENT SERVICES
AGREEMENT

City of Riverbank
2015-2020

STANISLAUS COUNTY
LAW ENFORCEMENT SERVICES

AGREEMENT

THIS AGREEMENT, is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California (hereinafter referred to as "County"), and the City of Riverbank, a municipal corporation, (hereinafter referred to as "City"), (the County and City are each sometimes referred to herein as a "Party," and collectively as "Parties.")

RECITALS

WHEREAS, City desires County to perform law enforcement services and functions within its boundaries; and

WHEREAS, County agrees to perform such law enforcement services and functions as described herein and pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the parties to this Agreement have the legal authority to enter into this Agreement pursuant to the provisions of Article I, Chapter 1, Part 2, Division 1, Title 5, sections 51300, *et seq.*, and Chapter 5, Division 7, Title 1, sections 6500, *et seq.*, and section 55632 of the Government Code of the State of California.

NOW, THEREFORE, the parties hereto agree as follows:

1. Term. The Term of this Agreement shall be July 1, 2015, though June 30, 2020 (the "Term") unless sooner terminated or extended as provided for herein.
 - A. Extension. No later than six months prior to the expiration of the Term, the Parties shall meet and confer in good faith regarding the extension of the Term. If the negotiations are not completed, the Sheriff is authorized to extend this Agreement for two terms of three months each.
2. Termination. Either Party may terminate this Agreement, without cause, upon 180 days written notice to the other Party.
 - A. Termination Process.
 - i. Transition Plan. Upon expiration of the Term or upon receipt of notice of termination, the Parties may prepare and implement a transition plan that quickly and orderly transitions the law enforcement responsibilities from the County to the City. The transition plan should be completed no later than three months following the termination date. The transition plan may identify and address personnel, equipment, workload, on-going investigations, and any other issues related to the transition. The City and County shall agree to the cost of developing and implementing the transition plan and the City shall pay the agreed upon amount.

3. Law Enforcement Services.

A. County shall provide, within the corporate limits of the City, general law enforcement services and functions of the type coming within the jurisdiction of, and customarily rendered by, the Stanislaus County Sheriff under the statues of the State of California, and under the municipal codes of City. The County shall provide only those general law enforcement services set forth in the General Law Enforcement Service Request attached hereto as Exhibit A.

B. No later than July 1 of each year, the City and the County shall sign new Exhibits A, B & C and attach them to this Agreement as an amendment. The City may request a change in the level of service at any time by submitting a written request to the County. County will meet and confer with the City to discuss the change within 30 days of the request and, if appropriate, prepare new Exhibits for signature by the Parties, which shall be attached as an amendment hereto.

C. If the City is unable to fund this Agreement in its entirety, the City will notify the County in writing at least 60 days prior to any proposed changes regarding the level of service set forth in Exhibit A. The County will make a reasonable effort to accommodate the service level changes requested by the City.

4. Reporting.

A. Activity Reports. Each month the County will provide standard reports to the City through the Chief of Police, reporting the monthly statistical crime and response and community policing information occurring within the City limits. The parties shall meet and confer regarding the content of the monthly reports.

B. Media Releases. The County will prepare news releases concerning major crime investigations within the City and will send a copy of the release to the City within a reasonable time prior to its release to news outlets.

5. Compensation.

A. Contract Amount.

- i. City shall pay the County's actual cost to provide the City the general law enforcement services set forth in Exhibits A, B, and C. The term "actual cost" includes the cost associated with absences from work due to sick, vacation, special accrued leave time (SALT), holiday, training and disability leaves or other leaves; and payments made by the County to personnel assigned to City for accrued leave time upon retirement or separation of service.
1. City acknowledges that the City historically has not directly or indirectly compensated the County for the administrative costs incurred by the County in providing the additional staff support services required to provide the services to the City and which administrative costs would not be incurred in the absence of the existence of this Agreement. These so far un-captured support services costs

include, but are not limited to; case, property and records management, crime scene identification, administration, information technology, background checks, internal affairs, human resources, payroll, financial and specialized training. Although the County is not at this time requesting the City to pay administrative costs, the County anticipates budgeting issues may require it to capture those additional costs in the future. The County's administrative costs will be charged to the City, if at all, through an amendment of the Exhibits.

- ii. The City shall compensate the County for its services under this Agreement at the rates and in the estimated annual amount forth on Exhibit C, (the "Annual Contract Amount"). At the close of each fiscal year, County shall re-establish the rates and the estimated Annual Contract Amount and revise Exhibit C accordingly.
- iii. In the event salaries, wages and benefits of the County officers and employees are changed at a time not coincident with the close of the fiscal year, the rates for salaries and wages set forth in Exhibit C and the rates and estimated Annual Contract Amount shall be readjusted to reflect the appropriate rates. In the event insurance costs for County 's liability or workers' compensation programs are changed at a time not coincident with close of the fiscal year, the reimbursement rates for County 's liability program set forth in Exhibit C shall be readjusted to reflect the appropriate amounts, which the City shall pay effective 30 days after written notification to City.
- iv. City shall pay the County's insurance costs attributable to the services provided under this Agreement, including but not limited to, general liability, self-insurance, unemployment and worker compensation.
- v. The City shall pay its share of the accumulated leave accrual of the Chief of Police upon that employee vacating the Chief of Police position for any reason. The City's share shall be defined as the percentage of time assigned to the City of the total actual leave accrual.

B. Billing.

- i. 30 days after the close of each calendar month, County shall deliver to City a statement covering 1/12 (one-twelfth) of the estimated Annual Contract Amount and City shall pay County the amount stated thereon within 30 days after receipt of the statement. At the end of each quarter (March, June September, and December) County shall calculate its actual cost to provide services under this Agreement for that quarter and provide a quarterly statement of actual costs to the City. At the close of the fiscal year the County will provide the City with a final reconciliation ("true-up") showing the amount due either party. The party owing shall pay the other party within 30 days after issuance of the final reconciliation statement.
- ii. Notwithstanding any provision of law to the contrary, including, but not limited to section 907 of the California Government Code. If any amount due to County from City is not received by County within 30 days after the date of billing, County may

satisfy such indebtedness from any and all funds of City collected by County, after giving written notice to City of County's intention to do so.

6. Revenues.

A. All revenues currently received by the City as revenue pertaining to police services or generated by police services will continue to be City revenue with the exception of Peace Officer Standards and Training (POST) reimbursement, Police Reserve revenue and individual booking fee recovery revenue. The County makes no commitment to any revenues other than that the revenues will not be diverted for County use by this Agreement, except for those excluded above.

B. Booking fees may be charged to City for arrests made by deputy sheriffs assigned to the City Police Services if the County charges Booking Fees to the other nine cities as outline in Government Code Section 29550, AB1805 – Booking Fee Solution and County Code Section 4.52.010.

C. The proceeds from incidental asset forfeitures that occur in the City by a City assigned deputy shall be allocated to the "law enforcement agency" or City pursuant to California asset forfeiture laws. Any proceeds from a planned activity that occurs in the City over which the County has full control will be shared equally between the City and Sheriff unless otherwise agreed upon in advance. The proceeds from a planned and coordinated activity that occurs in the County jurisdiction, from an incident that originates within the City will be shared equally between the County and City. If assistance is provided to any other law enforcement agency either in the City or outside the City, by deputies who are on duty within the City, the County will make a good faith effort to obtain a share of any forfeiture proceeds for the City to offset any use of the officers. The City agrees that all money received under this provision will be used only as authorized in sections 11470 *et seq.*, of the California Health and Safety Code.

7. Organization. County will provide the services to be performed herein through the following staffing:

A. Chief of Police.

- i. Appointment Process: The position of Chief of Police will be filled in accordance with County policy and employee collective bargaining unit contracts. The County shall provide a list of Lieutenants qualified to serve as the Chief of Police for the City. The City may interview the candidate(s) and provide the County with the City's recommendation of the candidate to be appointed as the Chief of Police. After considering the recommendations of the City, the County will assign a Lieutenant who will act as the Chief of Police (the "Chief of Police").
- ii. Replacement Process. The County may replace the Chief of Police after 90 days written notice to the City. The County will remove the Chief of Police within 30 days of receipt of a written request from the City stating the reasonable cause for said request. Upon the City's request, the County shall temporarily appoint a person as acting Chief of Police and fill a vacant Chief of Police position within 60

days of receipt of the City's request and in accordance with County policy and employee collective bargaining unit contracts as described in 7(A)(i).

- iii. Service Expectations. The Chief of Police will generally manage law enforcement activities on behalf of the City. The Chief of Police will coordinate the delivery of law enforcement services under this Agreement and manage and supervise the personnel assigned to provide law enforcement services to the City. The Chief of Police, or designee, will attend all City Council meetings and will be available to City Staff at all reasonable times. The Chief of Police will meet with City officials on a periodic basis, the frequency of which will be determined by the City, to assure local control over the quality and service and to identify goals and programs to create a safer community.

B. Assigned Sergeants. In addition to the Chief of Police, the County may assign one or more Sergeants to work within the City to assist the Chief of Police to assist with the supervision of other assigned personnel, and to provide law enforcement services to the City. The number of Sergeants assigned shall be indicated in Exhibit A.

C. Assigned Deputies. The County shall assign Deputy Sheriffs to provide law enforcement services to the City, in the number indicated in Exhibit A.

D. Other Staff. The County shall assign other departmental staff necessary to provide the law enforcement services required to be performed herein as indicated in Exhibit A.

8. Administration of Personnel.

A. Independent Contractor. The County is acting as an independent contractor under this Agreement so that:

- i. This agreement does not create any relationship of employer or employee, or principal and agent between City and County or any of County's agents or employees. All persons employed in the performance of this Agreement shall be employees of County for all purposes. No person employed by County hereunder shall have any status, right or privilege of City employees, including, but not limited to, City pension, or City civil service.
- ii. No officer, employee or department of County shall perform for City any law enforcement service or function not coming within the scope of the duties of such officer, employee or department in performing such services or functions for County.
- iii. The planning, organization, scheduling, direction, supervision, standards of performance and discipline of Sheriff's personnel and all other matters incidental to the delivery of general Law Enforcement Services to the City shall be at the sole discretion of the County and the Sheriff. The Sheriff shall retain exclusive authority over the activities of his or her personnel and equipment working in the City.

- iv. The night, day and evening patrol, supervisory and clerical shifts shall be established by the Sheriff after consultation with the City Manager.
- v. All employment matters relating to County employees assigned to the City will be handled in accordance with County policy and procedures and employee bargaining unit contracts, including, but not limited to, officer complaints, discipline, promotion and duty assignments.
- vi. Any pay for performance review of County personnel assigned to provide services under this Agreement shall follow the procedures of the County and the Stanislaus County Sheriff's Management Association (SSMA). The City may participate in the performance reviews of the assigned Chief of Police as an evaluator, by notifying the County of their assignment of one or more of the following participants or their designee: the City Manager, the Mayor, or City Council member.
- vii. The Sheriff shall give prompt consideration to all requests of the City regarding the delivery of general Law Enforcement Services. The Sheriff shall make every effort to comply with these requests if they are considered within good law enforcement practices.
- viii. In the event of a dispute between parties regarding the extent of the duties and functions to be rendered or the minimum level or manner of performance of such services, the determination made by the Sheriff shall be final and conclusive.

B. City's Right to Request Replacement Personnel. The City shall have the right to request the County to replace County personnel assigned to provide services under this Agreement, provided such request is made for reasonable cause.

C. Sick Leave Temporary Replacement. If an assigned employee is absent from duty due to illness or injury for longer than 80 consecutive hours, the County may provide a replacement if available in accordance with Exhibit A.

D. Disciplinary Temporary Replacement. If an assigned employee is absent from duty due to a disciplinary action for longer than 24 hours, the County may provide a replacement in accordance with Exhibit A.

E. Annual Leave. If an assigned employee is absent from duty for annual leave, a planned absence, or an unplanned absence, for a period of 80 consecutive hours, the County may provide a temporary replacement until such time as the assigned employee is able to return to duty.

F. Vacancies. Any vacancies will be filled using the County's procedures for filling vacancies within the Sheriff's Department as defined in Department policy or Personnel Memorandum of Understanding (MOUs). New officers assigned will receive appropriate orientation regarding special characteristics and needs of City. The term of an employee's assignment will comply with the applicable Personnel MOU.

G. Staffing. The County shall ensure that a minimum of one patrol deputy (the "Primary

Patrol”) is on duty within the City limits at all times, except when the deputy is out of the City to transport a prisoner to the County jail, attend court, completing a traffic stop that begins in and terminates out of the City limits or when providing backup or mutual aid to another law enforcement officer or at the direction of the Sheriff or designee.

- i. Temporary staffing absences of the Primary Patrol deputy will be filled with existing City Police Services deputies and if none is available, then with Sheriff deputies on straight time, and if none is available, Sheriff deputies on overtime.
- ii. All personnel assigned to the City, including the Primary Patrol deputy, may assist with incidents outside the City limits involving critical and life threatening situations. However, if a critical incident occurs in the City while the personnel are assisting outside the City limits, the County will either dispatch additional forces to the City or will release the assigned personnel to respond.

9. City Responsibilities. In support of the County providing the law enforcement services described herein, the City promises:

A. Municipal Authority. The city hereby confers municipal police authority on such County employees as might be engaged in enforcing City ordinances within City boundaries.

B. Criminal Justice Services. The City shall provide the criminal justice system services necessary to support this Agreement attributable to the enforcement of state and municipal laws within the City.

C. Supplies. The City shall supply at its own cost and expense any special stationery, supplies, notices, forms, logos, insignias, name tags, badges, and/or uniforms which are to be issued in the name of the City.

D. Facilities. The City shall furnish at its own cost and expense office space reasonably deemed necessary by the Sheriff to provide the law enforcement services herein described and all furniture and furnishings, office supplies, janitorial service, HVAC, upkeep and maintenance, and utilities.

10. Equipment and Vehicles.

A. Vehicles.

- i. Pursuant to the first contract between the County and City for law enforcement services, the City transferred title to certain vehicles and installed equipment to the County. The original vehicles and their replacements, are identified in the Property Inventory attached hereto as Exhibit B.
- ii. Upon termination of this Agreement the County will transfer to the City title for vehicles similar to those identified as the vehicles originally transferred to the County in Exhibit B, excluding any enhancements added to the vehicle and paid for by the County. Similar vehicles are defined as a vehicle having the same

functionality, upgrades and mileage within $\pm 5,000$ miles of the current mileage of the vehicle in use. Any vehicle being leased by the County at the time of termination that is assigned to City, will not be replaced but the City will be provided the option of taking over the lease from County if no other similar vehicle is available.

- iii. Any vehicles purchased using City funds during the Term of this Agreement shall be added to Exhibit B. Exhibit B shall be reviewed annually by the Parties and if necessary will be updated to reflect the deletion of vehicles no longer needed for law enforcement service and returned to the City and the addition of any vehicles provided by City or purchased with City funds.
- iv. Vehicles shall be used to provide to law enforcement services at the discretion of the Sheriff or designee and in compliance with the Sheriff's Department policies.
- v. The City shall reimburse the County for the actual cost to operate any vehicle used in the performance of the law enforcement services provided herein, (herein after the "Vehicle Cost Reimbursement"). The cost included in the Vehicle Cost Reimbursement amount includes, but is not limited to: fuel, maintenance, replacement costs, financing costs, fleet services and costs of insurance.
- vi. County shall invoice City monthly for the estimated Vehicle Cost Reimbursement. The estimated Vehicle Cost Reimbursement will be computed annually on a cost per mile basis and will be the same as the vehicle operating costs calculated for other County vehicles in the same class, plus an additional charge for the cost of insurance. The actual Vehicle Cost Reimbursement will be calculated quarterly (March, June, September, and December). The Parties will "true-up" the estimated cost with the actual cost at the close each fiscal year. The current estimated Vehicle Cost Reimbursement rates are shown in Exhibit C and shall be updated each fiscal year by the County.
- vii. City shall provide to, or reimburse County for, any decals or special signage that is used to distinguish the vehicles with City markings.
- viii. The estimated Vehicle Cost Reimbursements shall be billed separately and trueed-up at the end of each quarter per Section B, Billing.
- ix. Vehicles will be replaced according to the County's General Services Agency Fleet Services Policy, as approved and adopted by the Board of Supervisors from time to time. The March 12, 2013, Fleet Services Policy established the following minimum guidelines consistent with current/historical trend analysis to quantify planning for the replacement of County Vehicles.

Vehicle Type	Years	Miles
Patrol vehicles	5	100,000
Sedan, passenger minivans (Detectives/Chief)	8	100,000

Light truck/van, medium truck	10	100,000
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- x. Other factors used in evaluating replacement include vehicle condition, maintenance/cost history, and suitability for current use. With respect to necessary repairs, consideration will be given to the cost of such repairs and impact on the vehicle's useful life, compared with the cost of acquiring a new vehicle in order to determine the most cost-effective option. Specialty vehicles will be evaluated on a case-by-case basis. The Fleet Manager may extend the life of a vehicle on a year-to-year basis so long as the vehicle is safe and reliable, and meets all required emission standards. Upon termination of this Agreement, the City shall not be entitled to that portion of the Vehicle Cost Reimbursement collected from the City allocated to the replacement of the vehicles.

B. Motorcycles.

- i. If the City desires to have motorcycle officer(s) assigned to the City, the City will fund 100% of the purchase, equipment, repair, maintenance, and insurance. The County will not charge a per mile replacement fee for the motorcycle(s). At the end of the motorcycle(s)' useful life, should the City wish to continue motorcycle operations, the City will fund 100% of a replacement motorcycle(s).
- ii. Motorcycle(s) will be taken out of service following minimum guidelines consistent with current/historical trend analysis to quantify planning for the replacement of motorcycle(s) at approximately 40,000 miles or end of manufactures warranty.
- iii. The motorcycle will be registered to the County. County agrees that upon termination of this agreement the County will transfer ownership of motorcycle(s). Excluded are any enhancements added to the vehicle and paid for by the County.
- iv. The County through County's Fleet Manager will maintain the service records of the motorcycle(s) and assign a County vehicle number. County may use a certified motorcycle service center to make the repairs and maintenance of the motorcycle(s). County shall invoice City at least quarterly for each motorcycle(s) providing police services to City. Said cost will include gasoline, repairs, and maintenance and insurance costs of each motorcycle. City agrees to provide to, or reimburse, County for any decals or special signage that is used to distinguish the motorcycle(s) with City markings. Actual motorcycle(s) costs for gasoline, repairs and maintenance will be "trued up" quarterly (March, June, September and December). This "true-up" method will be utilized to close each fiscal year for those items listed in Exhibit C.
- v. The County will provide a certified employee who will be assigned as the City's motor officer. Motorcycle(s) shall be used to provide to law enforcement services at the discretion of the Sheriff or designee and in compliance with County, Sheriff's Department and City policies.

C. Equipment.

- i. The County shall purchase those supplies, equipment, services and materials needed for the performance of law enforcement services within the City limits, and the City shall reimburse the County for the cost to procure.
- ii. Equipment purchased by the County at the cost of the City shall be placed on the Property Inventory attached hereto as Exhibit B. The City has provided to the County certain police equipment, which is included in the Property Inventory shown on Exhibit B. Exhibit B shall be reviewed annually and if necessary will be updated to reflect the deletion of items no longer needed for law enforcement service and returned to the City and the addition of any equipment provided by City and all other equipment purchased at the City's expense.
- iii. Any equipment purchased using City funds will be used in performance of the law enforcement services in the City and will not be used for non-City functions, except for mutual aid situations, unless authorized by the City Manager. City equipment will be maintained in a manner, and replaced at the City's cost and expense at a point in time that is consistent with the customary maintenance and replacement schedule for like equipment provided by the County in policing the unincorporated areas.
- iv. Upon termination, and subject to the Transition Plan referred to in paragraph 2 of this Agreement, the County will return to the City those items identified in Exhibit B, or equipment of equal or similar value, except those items that have reached the end of their useful life or is non-serviceable.
- v. County will advise City when any item listed in Exhibit B is no longer needed or becomes non-serviceable.

11. Liability and Indemnification.

A. County's Obligation. City, its officers and employees, by this Agreement, shall not assume any liability for the direct payment of any salary or wages to any County officer or employee performing services hereunder for City, nor for the direct payment of compensation or indemnity to any County officer or employee for any injury to or illness of such officer or employee arising out of their employment by County, and County shall hold harmless, defend and indemnify City, its officers and employees, against any and all costs, expenses, claims, suits and liability for bodily and personal injury to or death of any person and for injury to or loss of any property resulting therefrom or arising out of or in any way connected with any negligent or wrongful acts or omissions of County, its officers and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

B. City's Obligation. County, its officers and employees, by this Agreement, shall not assume any liability for the negligent or wrongful acts or omissions of City, nor of any

officer or employee thereof, nor for any dangerous condition of the streets, public work, or property of City, and City shall hold harmless, defend and indemnify County, its officers and employees, against any and all costs, expenses, claims, suits and liability for bodily and personal injury to or death of any person and for injury to or loss of any property resulting therefrom or arising out of or in any way connected with any negligent or wrongful acts or omissions of City, its officers and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

C. City Ordinances. Notwithstanding the forgoing, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part from the enforcement of City ordinances, rules or regulations. In any case, claim, suit, action or administrative proceeding in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend and indemnify and hold harmless the County, and its officers and employees, against any and all costs, expenses, claims, suits and liability that arises in whole or in part from enforcement of City ordinances, rules or regulations.

D. Injuries to County Employees. Notwithstanding the forgoing, County warrants that it is insured, or is permissibly self-insured, for workers' compensation coverage and agrees that its employees providing services to City pursuant to this Agreement will be covered by County's workers' compensation program or insurance for all injuries arising out of or occurring in the course and scope of their employment. Furthermore, County shall not pursue any action against City, including, but not limited to an action for subrogation, if a County employee performing service pursuant to this Agreement obtains worker's compensation benefits which may be or are attributable to the conduct or alleged negligent or wrongful act or omission of City, its officers and or employees, or dangerous conditions of the street or property of City.

12. Default.

A. Cure. In the event a party to this Agreement fails to perform pursuant to the terms and conditions of this Agreement, the party to whom an obligation is owed will provide the non-performing party with at least 30 days prior written notice of said non-performance, upon which the non-performing party will have the opportunity to comply with the request for performance, or in the event of continued non-performance, the parties shall have the right to then pursue any and all available legal remedies.

B. Failure to give Notice. Failure to give, or delay in giving, Notice of Default shall not constitute a waiver of any obligation, requirement or covenant required to be performed hereunder. Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any rights and remedies as to any breach shall not operate as a waiver of any breach or of any such rights or remedies. Delay by either Party in asserting any of its rights and remedies shall not deprive such Party of the right to institute and maintain any action or proceeding which it may deem appropriate to protect, assert or enforce any such rights or remedies.

13. Attorney Fees. In the event that a party to this Agreement commences litigation to enforce the performance of this Agreement, the prevailing party shall be entitled to an award of its costs of litigation, including the cost of expert and attorneys' fees.

14. Notices.

A. Any notice or notices provided for by this Agreement to be given or served upon the County shall be given or served by letter deposited in the United States Mail, postage prepaid and addressed to:

Stanislaus County Sheriff's Department
250 E. Hackett Rd
Modesto, CA 95358

B. Any notice or notices provided for by this Agreement to be given or served upon the City shall be given or served by letter deposited in the United States Mail, postage prepaid and addressed to:

City of Riverbank
6707 Third Street
Riverbank, CA 95367

15. Audits.

A. Pursuant to Government Code section 8546.7, City and County shall be subject to examination and audit by the State Auditor for a period of 3 years after final payment by City to County under this Agreement. City and County shall retain all records relating to the performance of this Agreement for said 3 year period as a minimum.

B. County agrees that relevant records shall be made available to the City to audit and examine if the City requests such audit and examination by contacting the Sheriff or his representative at least 10 working days prior to the commencement of the audit and examination.

16. Necessary Acts. The parties to this Agreement hereby authorize their respective officers and employees to do all things reasonably necessary to accomplish the purposes of this Agreement.

17. Designations. County designates the Sheriff of Stanislaus County, or his designee, to represent County in all matters pertaining to the administration of this Agreement. The City designates its City Manager, or his designee, to represent City in all matters pertaining to the administration of this Agreement. Both City and County will provide the full cooperation and assistance of its officers, agents, and employees to each other in performance of this Agreement.

18. Modification Only in Writing. This Agreement may not be modified, amended, changed,

added to, or subtracted from by the mutual consent of the parties hereto if such amendment or change is not in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity. Notwithstanding anything to the contrary, no oral agreement or directive from or between either Party, or their designees shall operate to amend or change the terms of this Agreement.

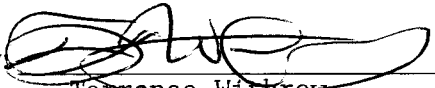
19. Entire Agreement. This Agreement contains the entire Agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties, not embodied herein, or incorporated herein by reference shall be of any force or effect. Notwithstanding anything to the contrary, no term or provision hereof may be changed, waived, discharged, or terminated unless the same is in writing executed by the parties above.
20. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state or County statute, ordinance or regulation, the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.
21. Precedence. The contract documents consist of this Agreement and Exhibits A, B and C. In the event of a conflict between or among the contract documents, the order of precedence shall be the Exhibits and then the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Agreement.
22. No Third Party Beneficiary. This Agreement shall not confer third party beneficiary status on any non-party, including the citizens of either Party.
23. Successors and Assigns. This Agreement shall be binding on and enforceable by and against the parties to it and their respective heirs, legal representatives, successors and assigns.
24. Duplicate Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart, executed telecopy, fax or photocopy shall be deemed to be an original instrument, but all of which together shall constitute one and the same Agreement.
25. Legal Requirements. The Parties shall comply with all applicable federal, state, and local laws in performing this Agreement.
26. Venue. The laws of the State of California shall apply to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this Agreement or any provision hereto shall be in the Superior Court of Stanislaus County.

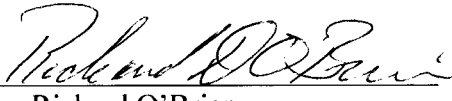
Signatures on following page:

IN WITNESS WHEREOF, the Parties have executed the Agreement in the County of Stanislaus, State of California.

COUNTY OF STANISLAUS

CITY OF RIVERBANK

By: 
Terrance Withrow,
Chairman


By: 
Richard O'Brien
Mayor

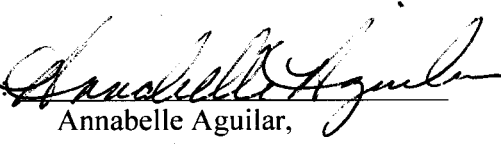
Date: 6/23/15

Date: June 23, 2015

ATTEST:
Christine Ferraro Tallman,
Clerk


ATTEST:

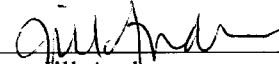
By: 
Deputy Clerk

By: 
Annabelle Aguilar,
City Clerk

APPROVED AS TO CONTENT:

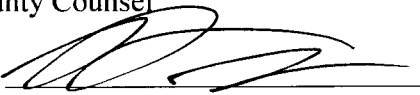
APPROVED AS TO CONTENT:

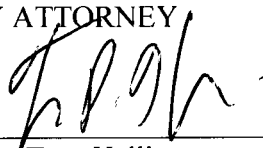
By: 
Adam Christianson,
Sheriff

By: 
Jill Anderson,
City Manager

APPROVED AS TO FORM:
John P. Doering
County Counsel

APPROVED AS TO FORM:
CITY ATTORNEY

By: 
Rob Taro,
Deputy County Counsel

By: 
Tom Hallinan
City Attorney

**EXHIBITS A, B, & C
TO
STANISLAUS COUNTY
LAW ENFORCEMENT SERVICES
AGREEMENT**

**City of Riverbank
(2015-2020)**

EXHIBIT A

**CITY OF RIVERBANK
GENERAL LAW ENFORCEMENT
SERVICE LEVEL
REQUEST**

1. City Request. City requests the County to perform the general law enforcement services listed here below at the staffing level shown. The Sheriff and the City Manager have discussed and agree to the services and staffing levels described below.
2. Property Inventory. The Sheriff and the City Manager have reviewed the Property Inventory attached as Exhibit B and agree that it is accurate and complete.
3. Contract Rates. The Sheriff and the City Manager have reviewed the Contract Rates attached as Exhibit C and accept those rates.
4. Services to be Performed. County will provide to City the following General Law Enforcement Services:
 - a. Patrol, Investigation, Traffic and all Auxiliary and Technical Service, case, property, and records management, crime scene identification, administration, information technology, backgrounds, internal affairs, human resources, payroll, financial and specialized training.
5. Excluded Services: Any services of which the County may be a party, such as a J.P.A. or task force M.O.U., such as, S.D.E.A, StanCATT, Cal-MMET, HIDTA, and SR911.
6. Ancillary Services: County will provide the following ancillary Services: STARS Program; Reserve Program.
7. Special Events: The City shall pay the cost of law enforcement services for the annual “Wine and Cheese Festival.”
8. Staffing Level. The staffing level which will be provided is as follows:

Patrol	Nine Primary Patrol deputies (two deputies on A & B squads, both day and graveyard shifts, 1 swing on B squad).	Backfill a minimum of two (2) per shift. 24/7, 365 days
Detectives	Three, normal business hours, 10 hours/day, 4 days/week.	No backfill
Traffic	Three - one deputy on A & B day shift and one more that can be scheduled in either shift.	No backfill
Sergeants	Two Sergeants, one per shift (A & B squads)	No backfill
Chief	100% of a Chief of Police, normal	No backfill


	business hours, 100% paid by City.	
Community Service Officer (CSO)	One, normal business hours, 8 hours/day, 5 days/week.	No backfill
Supervising Legal Clerk	One, normal business hours, 8 hours/day, 5 days/week.	No backfill
Clerical – Legal Clerk	Two, normal business hours, 8 hours/day, 5 days/week.	No backfill

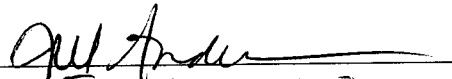
9. Facilities: The City shall provide the existing police facility at 6727 Third Street, Riverbank, for the County to conduct law enforcement services.

APPROVED AND ACCEPTED BY:

STANISLAUS COUNTY SHERIFF:

CITY MANAGER:

By: 
Adam Christianson,
Sheriff

By: 
Jill Anderson,
City Manager

Date: 7/21/15

Date: 7-16-15

**EXHIBIT B
RIVERBANK POLICE SERVICES
PROPERTY INVENTORY
AS OF JUNE 2015**

Current vehicle inventory as of March 2015:

1.	95-20 1995 Ford ¾ T Crew Cab	103,067 miles
2.	06-15 2006 Ford Police Interceptor (Crown Victoria)	70,218 miles
3.	06-56 2006 Ford Taurus	95,600 miles
4.	06-59 2006 Ford Taurus	56,813 miles
5.	07-63 2007 Buick LaCrosse	89,400 miles
6.	07-104 2007 Pontiac Grand Prix	74,773 miles
7.	08-78 2008 Dodge Charger	51,524 miles
8.	09-36 2009 Ford F-150/CSO	17,267 miles
9.	09-70 2009 Ford Police Interceptor (Crown Victoria)	79,064 miles
10.	10-02 2010 Ford Police Interceptor (Crown Victoria)	78,463 miles
11.	10-15 2010 Kawasaki Motorcycle	29,670 miles
12.	11-10 2011 Ford Police Interceptor (Crown Victoria)	38,241 miles
13.	11-17 2011 Chevy Tahoe K9	60,535 miles
14.	13-05 2013 Ford Police Interceptor (Crown Victoria)	8,995 miles
15.	13-20 2013 Harley Motorcycle	9,560 miles
16.	15-05 2015 Ford Explorer Patrol SUV	18,677 miles
17.	15-07 2015 Ford Explorer Patrol SUV	9,955 miles

The following inventory of the major items of the Police Department:

Briefing Room

1	Four-Drawer metal file cabinet (with 4 Lucent OES Phones)
1	Wood podium
1	Sharp TV
7	5 foot tables
19	Black/green chairs
1	Bearcat 101 Scanner
1	Lucent Phone
1	Oak cabinet with dry/erase board and diagram paper inside (wall mounted)
1	Sony DVD Player

Records Office

4	Cubicle desks w/ drawers
4	Lucent Phones
1	Avaya Phone
1	Motorola Radius Radio
1	Lanier Copier
1	Lanier Facsimile
1	HP Scanner/Printer (Office Jet Pro)
1	HP LaserJet Printer
4	Metal file cabinets
1	Metal book shelf

- 4 HP Compaq Computers
- 4 HP Monitors

Break Room

- 1 Toaster oven
- 1 Dining table
- 4 Chairs
- 1 Refrigerator
- 1 Microwave

Interview Room

- 1 Table
- 3 Chairs

Conference Room

- 1 12 foot oak conference table
- 12 Green cloth and wood chairs
- 1 Deering's complete set of 1994 California Codes

Front Lobby

- 1 Pamphlet rack
- 2 Brown leather type chairs
- 2 Simulated wood end tables
- 1 Coke Machine
- 1 Three seat plastic burgundy chair

Records Supervisor's Office

- 1 Metal file cabinet
- 1 Small wood table
- 1 Desk with drawers
- 1 MLX-16DP Phone
- 1 HP Monitor
- 1 HP Keyboard
- 1 HP Compaq computer
- 1 Blue rolling chair

Traffic Office

- 6 Cubicle desks
- 6 Chairs
- 2 AT&T Phones
- 2 Lucent Phones
- 1 Avaya Phone
- 6 HP Compaq Computers
- 1 HP Laser-jet Pro 400 Printer

- 1 HP Color Laser-jet CP2025 Printer
- 3 HP L1750 Monitors
- 1 Samsung 740 Monitor
- 1 View-Sonic Monitor
- 1 HP LV2311 Monitor
- 6 HP Keyboards
- 1 Design-jet 800 PS Extra Large Printer

Detective's Office

- 3 Wood bookcases
- 2 Four-drawer file cabinets
- 1 chair
- 7 Rolling chairs
- 4 Desk cubicles with drawers
- 1 HP Office-jet Pro K5400 Printer
- 2 Lucent Phones
- 3 HP Compaq Computers
- 4 HP Keyboards
- 2 HP Monitors
- 1 Princeton Monitor
- 1 HP Pro Desk Computer
- 1 SVGA Monitor
- 1 Zenith TV

Prior SRO office

- 2 Cubicle desks
- 1 Metal bookcase
- 1 Wood bookcase
- 2 Rolling chairs
- 1 Avaya Phone
- 1 Small metal file cabinets
- 1 Green/black chair

Records storage room

- 1 Wooden bookshelf
- 3 Metal storage shelves

Evidence booking room

- 1 Lucent Phone
- 1 Dry Safe Drying Cabinet

Chief's Office

- 1 Wood and metal 3-sided desk
- 1 Metal storage cabinet
- 3 Chairs
- 1 Rolling chair

- 1 Sony TV
- 1 HP Compaq Computer
- 1 HP monitor
- 1 HP Keyboard
- 1 HP Color Laser-jet CP2025 Printer
- 1 Fellowes shredder
- 1 Avaya Phone
- 1 Wooden bookcase

CSO's Office

- 1 Metal bookshelf
- 2 Rolling chairs
- 1 White board (on wall)
- 2 Cork boards (on wall)
- 1 HP monitor
- 1 HDMI Monitor
- 2 Lucent Phones
- 2 HP Keyboards
- 2 HP Compaq Computers

Sergeant's Office

- 1 Green/black Chair
- 2 Rolling Chairs
- 2 Cubicle desks with drawers
- 1 Metal storage shelf
- 2 Metal file cabinets
- 1 Lucent Phone
- 1 Avaya Phone
- 1 Storage shelf (small, simulated wood)
- 1 Leather type chair
- 2 HP Compaq Computers
- 2 HP Monitors
- 2 HP Keyboards
- 1 HP Laser-jet 400 Printer
- 1 Zenith TV
- 2 Cork boards

Sally-port

- 4 Metal storage shelves
- 1 Evidence cage
- 2 Large wooden storage cabinets
- 1 Table
- 1 Metal File Cabinet

Records Filing Room

1	Samsung Monitor
1	Dell Keyboard
1	Logitech Keyboard
4	Rolling chairs
2	Large metal storage shelves
1	Metal storage cabinet
1	Metal file cabinet
1	Panasonic TV/VHS
1	HP Monitor
1	KSC Computer
1	Dell Precision Computer

**EXHIBIT C
RIVERBANK POLICE SERVICES – CONTRACT RATES**

	Budget 2014/2015	Budget 2015/2016	Budget Variance	Var %
Staffing				
Lieutenant	1	1	0	0%
Sergeants	2	2	0	0%
Deputy Sheriff/Detective	15	15	0	0%
Supervising Legal Clerk	1	1	0	0%
Legal Clerk	2	2	0	0%
Community Services Officer	1	1	0	0%
Total Officers including Lieutenant	18	18	0	0%
Officers per 1,000 based on Population of	0.77	0.77	0	0%
Lieutenant	164,388	184,273	19,886	12%
Sergeants	315,426	315,401	(25)	0%
Deputy Sheriff/Detective	1,823,843	1,880,812	56,970	3%
Supervising Legal Clerk	94,311	96,294	1,983	2%
Legal Clerk	146,192	115,684	(30,508)	-21%
Community Services Officer	57,367	75,207	17,841	31%
Total Salary and Benefits	2,601,526	2,667,672	66,146	3%
Overtime and Extra Help (Grants, Security events)	333,094	375,612	42,517	12.8%
Service, Supplies and Other Charges	245,441	170,076	(75,364)	-30.7%
SR911 Dispatch services	374,720	397,582	22,862	6.1%
Patrol Vehicle Costs (Actual Fleet Costs)	150,220	109,470	(40,750)	-27.1%
Vehicle Replacement Costs (Depreciation)	0	45,000	45,000	0.0%
Total Cost of City Contract	3,705,001	3,765,412	60,411	1.6%
Revenues:				
City payment to County	3,661,249	3,685,943	24,694	0.7%
Grants, School, Security contractual events	43,752	79,469	35,717	82%
Total Revenue	3,705,001	3,765,412	60,411	1.6%

Type of Vehicle	Fuel, Repairs & Maint per mile	Replace- ment per mile	Toal
Patrol Car	\$ 0.60	\$ 0.30	\$ 0.90
Intermediate Sedan	\$ 0.47	\$ 0.19	\$ 0.66
Full Size Sedan	\$ 0.58	\$ 0.25	\$ 0.83
SUV Patrol	\$ 1.10	\$ 0.37	\$ 1.47